The ROC TAG adopted performance indicators for each checklist item that is susceptible to evaluation with performance data. The PIDs, which address Checklist Items 1, 2 (including OSS), 4, 5, 7-11, 13 and 14, are grouped into categories, such as Ordering and Provisioning (OP) and Maintenance and Repair (MR). Those two categories account for the vast majority of Qwest's performance results. The core performance metrics are as follows:

- GA-1 through GA-6 – measure the percentage of scheduled time Qwest's electronic interfaces are available for CLEC use.
- PO-5 – evaluates the extent to which Qwest provides CLECs with timely FOC notification.
- OP-3 – measures the percentage of orders that Qwest installs on or before the scheduled due date.
- OP-4 – tracks the average time it takes Qwest to install a service, measured from the time Qwest receives a complete and accurate LSR/ASR.
- OP-5 – assesses the percentage of new orders that are trouble free for 30 days following installation.
- OP-6 – evaluates the average number of business days that delayed orders are completed beyond the applicable due date for reasons attributable to Qwest.
- MR-3, MR-4, MR-5 – measure the percentage of repairs completed within certain intervals (24, 48, and 4 hours, respectively).
- MR-6 – tracks the average time it takes to restore service.
- MR-8 – measures the number of trouble reports as a percentage of the total installed base of each service.
- MR-9 – measures the extent to which repairs restore service by the appointed date and time.

Most of the OP and MR measurements disaggregate results to show performance in urban areas ("Zone 1" or "within MSA") and rural areas ("Zone 2" or "outside MSA"). Although the parties agreed to the Zone and MSA disaggregations, the FCC prefers to review

statewide performance results. Accordingly, Qwest also is submitting herewith statewide average summaries that show only statewide totals for each PID. *See* Att. 5, App. D.

2. Independent Audits Have Verified The Reliability of Qwest's Performance Reports

The ROC retained Liberty to audit Qwest's performance results. For each PID, Liberty (1) examined Qwest's data collection systems to ensure that Qwest was accurately capturing, calculating, and reporting performance results; (2) conducted an end-to-end analysis of sample data sets to verify that the data collection systems worked as designed; and (3) independently calculated performance results to corroborate Qwest's results. In its final report, issued on September 25, 2001, Liberty concluded that "the audited performance measures accurately and reliably report actual Qwest performance." 14/ Liberty conducted supplemental reviews on some metrics to review mechanization of measurement production or code changes approved by the TAG. Additionally, Liberty audited new measurements introduced after completion of the original audit. In all cases, Liberty's additional reviews verified that the measurements were reliable. 15/

Separately, but relevant here, the Arizona Corporation Commission ("ACC") retained Cap Gemini Ernst & Young ("CGE&Y") to audit Qwest's performance results under the Arizona PIDs, which were nearly identical to the ROC PIDs. 16/ Qwest's systems for tracking

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14/ Liberty Report at 2-3. The Liberty Report is included in Att. 5, App. D.

15/ Liberty's Supplemental Reports are included in Att. 5, App. D.

16/ At the time of the CGE&Y audit, the ROC had two PIDs that Arizona did not: PO-15, Number of Due Date Changes per Order, and OP-15, Interval for Pending Orders Delayed Past Due. Arizona's PO-5 PID split what the ROC measured in PO-5B into two parts: (1) a modified PO-5B (FOCs for electronic/manual, non-flow-through-eligible LSRs) and (2) PO-5E (FOCs for failed flow-through electronic/manual LSRs). In addition, for some measurements that otherwise used the same definition as in the ROC, the Arizona performance standards were slightly different. In all other respects, the two sets of PIDs were virtually identical.]

and reporting performance in the ROC states and Arizona likewise are identical. "The [CGE&Y] audit included validation of all aspects of Qwest's performance measurement processes, procedures, business rules exclusions, calculation methods and a qualitative assessment of their performance measurement operations." CGE&Y Report, Att. 5, App. D, at 18. On December 21, 2001, CGE&Y issued its final report, which concluded that "Qwest's performance measure systems and processes . . . were substantially in compliance with the requirements of the Arizona PID for the months included within the audit for each particular measure." *Id.* at 22. CGE&Y praised Qwest for agreeing to participate in "the most extensive audit of its performance measurement reporting of any ILEC in the country by two independent firms concurrently. . . . The fact that Qwest agreed to undergo such an extensive audit, which was not required of other ILECs that have already been successful in obtaining § 271 relief, is indicative of the commitment Qwest has made to improving its provisioning of telecommunications service to all customers in Arizona, wholesale and retail alike." *Id.* at 75.

3. Data Reconciliation Processes Further Support the Reliability of Qwest's Data

The ROC and the ACC also retained Liberty to resolve inconsistencies between data collected by CLECs and Qwest's reported performance results. Three CLECs -- AT&T, WorldCom, and Covad -- asked Liberty to reconcile certain aspects of their data with Qwest's reported performance results. The CLECs identified the specific metrics, products, and states targeted for data reconciliation. Liberty issued data reconciliation reports for Arizona, Colorado, Minnesota, Nebraska, Oregon, Utah and Washingtonn; the reconciliation process however, pertained equally to all states in the Qwest region. In the course of the data reconciliation process, Liberty issued one Exception Report and 14 Observation Reports concerning inconsistencies in the data. After carefully reviewing corrective measures implemented by

Qwest, Liberty closed each Report as resolved. In its final report, "on the basis of its audit and data reconciliation work that has spanned nearly two years," Liberty concluded that "Qwest's performance reporting accurately and reliably report Qwest's actual performance." *Id.* As a result, the Commission may confidently rely on those reports in assessing whether Qwest is meeting the requirements of the competitive checklist in Section 271.

B. Qwest Meets the Requirements for Checklist Compliance

The FCC has stated that, in order to establish a *prima facie* case of compliance with the requirements of each of the competitive checklist items under Section 271, a BOC must demonstrate

1. "that it has a concrete and specific legal obligation to furnish the item upon request pursuant to state-approved interconnection agreements that set forth prices and other terms for each checklist item, and

2. "that it is currently furnishing, or is ready to furnish, the checklist item in quantities that competitors may reasonably demand and at an acceptable level of quality."

New York 271 Order, 15 FCC Rcd at 3973-74 ¶ 52 (numbering supplied).

Thus, for each checklist item, Qwest must show, first, that the terms of its Statement of Generally Available Terms ("SGAT") 17/ and/or interconnection agreements 18/

17/ The SGAT is Qwest's standard wholesale contract offer, which provides competitors with the rates, terms and conditions to which Qwest commits to adhere in the provisioning of Checklist Items. Upon request to Qwest, CLECs may incorporate terms from the SGAT into their negotiated agreements. *See* 47 U.S.C. § 252(i). *See* SGAT § 1.8.

18/ Appendix L contains each of the state-approved interconnection agreements that Qwest has entered into with CLECs in each of the application states as of June 15, 2002. The SGAT in each state has been converted to a state-approved interconnection agreement ("SGAT-Based Interconnection Agreement") as the result of KMC Telecom V, Inc.'s opt-in to the January 31, 2002, Montana SGAT; the February 12, 2002, Utah SGAT; the January 29, 2002, Washington SGAT; and the January 9, 2002, Wyoming SGAT. Qwest relies on these agreements and the other interconnection agreements filed with the regulatory authorities, in addition to its SGAT, to

obligate it to provide the item in a manner that complies with the statute and with the FCC's rules, policies, and precedents regarding that item. Second, Qwest must show both (a) that it is furnishing (or that it stands ready to furnish) the item in reasonable, commercial quantities, and (b) that it is doing so at an acceptable level of quality.

Qwest unquestionably satisfies the requirements of the competitive checklist in Montana, Utah, Washington and Wyoming. As of May 2002, Qwest was providing access to all 14 of the competitive "checklist" items enumerated in Section 271(c)(2)(B) of the Act pursuant to 172, 95, 85 and 68 negotiated, state-approved interconnection agreements and resale agreements with CLECs in Montana, Utah, Washington and Wyoming, respectively. In addition, Qwest's SGAT in each state contains express provisions that would obligate Qwest to provide the checklist items to CLECs on an ongoing basis.

Competitors are using the checklist items to enter the local market through all three entry paths available under the Act, and they are doing so in all four of the application states. 19/ Moreover, Qwest is providing checklist items to competitors in substantial and increasing commercial quantities. In the discussion that follows, Qwest shows that the terms of its negotiated, state-approved interconnection agreements with CLECs, and its effective SGATs in each of the application states, obligate it to provide each checklist item in a manner that complies with all applicable law. Qwest shows that it is providing the item at an acceptable level of quality that gives CLECs a meaningful opportunity to compete. Qwest shows that the commercial volumes of the interconnection function, network element or service that Qwest is

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establish checklist compliance. Unless otherwise noted, references to SGAT language and section numbers also are intended to refer to SGAT-Based Interconnection Agreements.

19/ "If actual, broad-based entry through each of the entry paths contemplated by Congress is occurring in a state, this will provide invaluable evidence supporting a strong presumption that the BOC's markets have been opened." DOJ Oklahoma Evaluation at 43.

providing constitute compelling evidence that Qwest has done what is necessary to open local markets in the application states to competition. Finally, Qwest shows that its commercial performance data satisfy the requirements of Section 271 as set forth in the Act and in FCC decisions approving Section 271 applications of other BOCs.

1. Checklist Item 1: Interconnection

a) Interconnection Trunking

Interconnection is "the linking of two networks for the mutual exchange of traffic." 47 C.F.R. § 51.5; *Local Competition First Report and Order*, 11 FCC Rcd at 15590 ¶ 176; *Arkansas/Missouri 271 Order*, App. C ¶ 17. Qwest has a concrete and specific legal obligation to provide interconnection pursuant to Section 7.0 of its Montana, Utah, Washington and Wyoming SGATs, which require Qwest to make interconnection available at reasonable rates on a nondiscriminatory basis. *See* Declaration of Thomas R. Freeberg, Interconnection ("Freeberg Interconnection Decl."), Att. 5, App. A. Qwest also has a concrete, specific legal obligation to provide interconnection pursuant to interconnection agreements approved by the respective State Commissions. Those Commissions have found that Qwest's interconnection offerings and performance, as described below, satisfy the legal requirements for interconnection.

Qwest provides interconnection (1) "at any technically feasible point" within its network; (2) "that is at least equal in quality" to the connections Qwest provides to itself; and (3) "on rates, terms and conditions that are just, reasonable and nondiscriminatory." *See* 47 U.S.C. §§ 271(c)(2)(B)(i), 251(c)(1). CLECs exchange a variety of traffic with Qwest over interconnection trunks -- including local, toll, directory assistance, operator services, information access, and 911 -- at each of the six feasible points of interconnection identified by the Commission. *See* 47 U.S.C. § 251(c)(2)(B); 47 C.F.R. § 51.305(a)(2); SGAT §§ 7.1.1, 7.2.1.2,

7.2.2.9.3. To ensure nondiscrimination, Qwest provisions CLEC interconnection trunks with the same equipment, technical criteria, and service standards that Qwest uses for its own trunks. Freeberg Interconnection Decl. ¶ 10.

Qwest arranges interconnection trunking through (1) a DS1 or DS3 entrance facility provided by Qwest; (2) physical or virtual collocation; (3) negotiated mid-span meet point of interconnection ("POI") facilities; and (4) other technically feasible methods of interconnection. In each LATA, Qwest allows CLECs to choose a single, technically feasible point for interconnection. SGAT § 7.1.2.

The process by which facilities-based CLECs order interconnection with Qwest's network is straightforward and well established. Qwest's wholesale website provides checklists, forms, explanations, and flow charts that explain the interconnection process in detail. *See* www.qwest.com/wholesale/clecs/clec_index.html. In the third-party OSS test, KPMG thoroughly reviewed the processes, systems, and tools that Qwest employs to facilitate interconnection. In its final report, KPMG concluded that Qwest satisfied all of the evaluation criteria for interconnection. *See* Att. 5, App. F, KPMG Final Report at 481, 484-87, 501-07.

(1) Qwest Is Provisioning, Maintaining, and Repairing Interconnection Trunks in Accordance with Negotiated Performance Metrics

The Commission has identified trunk group blockage as an indicator of whether an incumbent LEC provisions interconnection trunks "equal-in-quality" to the incumbent's own trunks. *Arkansas/Missouri 271 Order*, App. C ¶ 18. In assessing whether an incumbent LEC services CLECs in a manner no less efficient than the way it provides the comparable function to its own retail operations, the Commission has focused on an incumbent LEC's installation and repair intervals. *Id.* ¶ 19.

(a) Trunk Provisioning.

The PIDs require Qwest to track the percentage of time it installs a CLEC-requested trunk on or before the agreed due date ("commitments met") and the average installation interval. *See* 14-State PID 5.0 at 28-33 (OP-3, OP-4). Qwest also tracks the average number of days installations were delayed due to lack of facilities and for non-facilities reasons, and the percentage of new installations as to which no trouble reports were filed within 30 days ("installation quality"). *Id.* at 34-38 (OP-5, OP-6). 20/

***Montana*:** Qwest's wholesale and retail performance in meeting installation commitments was at parity in February through May. Qwest met 100% of its installation commitments to CLECs in the last three months. Wholesale average installation intervals ranged from 14 to 18 days and were at parity in each month. 21/ No CLEC installations were delayed due to lack of facilities, and wholesale and retail delays for non-facility reasons were at parity in February through April. *Id.*, OP-6A. Installation quality was at parity in every month, with 100% of new trunks installed without a CLEC filing a trouble report within 30 days in February, March, and May. *Id.* at 31, OP-5.

***Utah*:** The percentages of CLEC installation commitments met were at parity with retail in February through May. Qwest met 100% of its installation commitments to CLECs

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20/ Unless otherwise noted, all performance data cited herein with respect to Qwest's provisioning of "checklist" elements are for the period February through May 2002, the most recent four-month period for which data are available as of the date of this Consolidated Application. This time period is sometimes referred to herein as "the last four months." All citations are to the FCC version of Qwest's performance reports, which show results from December 2001 through May 2002. These reports appear in Attachment 5, Appendix D.

21/ Montana Commercial Performance Results, June 20, 2002, at 30 (OP-3, OP-4). As noted above, the combined results from Zones 1 and 2 are reported in the statewide average summaries in Attachment 5, Appendix D. The results for interconnection appear on the first page of the summary for each state.

in every month except April. The wholesale and retail average installation intervals were at parity in each month. Utah Commercial Performance Results, June 20, 2002, at 36-37 (OP-3, OP-4). No CLEC installations were delayed due to lack of facilities, and the few wholesale and retail delays for non-facility reasons were comparable. *Id.*, OP-6A. Installation quality was excellent: 100% of new trunks were installed without a CLEC filing a trouble report within 30 days in February and March, and 97% of new installations were trouble free in April and May. *Id.* at 38, OP-5.

Washington: On average, Qwest met at least 94% of its installation commitments to CLECs in February, April, and May, and 86.5% in March. Qwest's wholesale four-month average success rate (94.96%) was higher than its four-month retail average (93.33%). Washington Commercial Performance Results, June 20, 2002 at 37-38 (OP-3). The wholesale and retail average installation intervals were at parity in February and April, and in four of the last six months. *Id.* (OP-4). 22/ Only one CLEC installation was delayed due to lack of facilities, and that installation was completed in March. *Id.* at 38, OP-6B. Delays for CLEC installations for non-facility reasons were rare and comparable with retail performance. *Id.* at 37, 39, OP-6A. Installation quality was very good: 98% to 100% of new trunks were installed without a CLEC filing a trouble report within 30 days. These results were at parity with retail in each month. *Id.* at 39, OP-5.

22/ Although Qwest did not achieve parity in March or May, the Commission recently noted that "the average completed interval metric is not the most accurate measure of provisioning timeliness. . . . Instead we find that the missed appointment metric is a more reliable indicator of provisioning timeliness because it measures [the BOC's] performance in provisioning . . . at the scheduled time that competitive LECs request. We also find that performance under the missed appointment metric, unlike the average completed interval metric, cannot be skewed by competitive LEC customers that request installation intervals beyond the standard interval." *New Jersey 271 Order* at ¶ 138. Because Qwest achieved parity under OP-3 in three months,

Wyoming: Qwest met 100% of its installation commitments to CLECs in the four month period. CLEC installation intervals ranged from 10 to 18 days, and were at parity with retail in each month. Wyoming Commercial Performance Results, June 20, 2002, at 29 (OP-3, OP-4). No CLEC installations were delayed. *Id.*, OP-6A. Installation quality was excellent. In each month, 100% of new trunks were installed without a CLEC filing a trouble report within 30 days. *Id.* at 30, OP-5.

(b) Trunk Repair

The TAG also adopted specific performance measures for maintenance and repair of interconnection trunks. These include the overall trouble report rate, the percentage of trouble reports cleared within four hours, and the mean time to restore service. ROC PID 5.0 at 52-59 (MR-5, MR-6, MR-7, MR-8). Qwest's performance under these PIDs has been outstanding.

Montana: The overall CLEC trouble rate was 0.07% or less in each month from February through May. Although technically the CLEC trouble rate was not at parity with retail in February and April, the disparities were so small (0.07% or less) that they had no competitive significance. Montana Commercial Performance Results at 34 (MR-8). Qwest achieved parity in clearing wholesale and retail trouble reports within four hours. The mean time to restore service was at parity in each month, with CLEC repairs completed in roughly one hour. *Id.* at 33, MR-5, MR-6. Repeat trouble rates also were at parity in the last three months with CLEC data. *Id.*, MR-7.

Utah: The CLEC trouble report rate was 0.01% in every month, at parity with retail. Utah Commercial Performance Results at 42 (MR-8). Qwest cleared 100% of CLEC trouble reports within four hours in three of the last four months, and average repair intervals

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and the four-month wholesale average success rate was better than retail, the disparities under OP-4 in March and May are not competitively significant.

were at parity with retail in every month. *Id.* at 40-41, MR-5, MR-6. CLEC repeat trouble rates also were at parity with retail. *Id.* at 40, 42, MR-7.

Washington: With one minor exception, Qwest's wholesale and retail performance were at parity under every repair PID from February through May. The CLEC trouble report rate in each month was 0.02% in February and only 0.01% in the other three months. Although the February result was not at parity with retail, the difference (0.01%) was so small that it had no competitive significance. Washington Commercial Performance Results at 44 (MR-8). Qwest cleared CLEC trouble reports in intervals at parity with retail performance. *Id.* at 42-44, MR-5, MR-6, MR-7.

***Wyoming*:** With one minor exception, Qwest's wholesale and retail performance were at parity under every repair PID in the four-month period. The CLEC trouble report rate was 0.05% or less in each month. Although Qwest did not achieve parity in March, the difference between wholesale and retail (0.04%) was inconsequential. Wyoming Commercial Performance Results at 32 (MR-8). Qwest cleared 100% of CLEC trouble reports within four hours, with an average repair interval of less than 10 minutes in each month. *Id.* at 31, MR-5, MR-6. CLECs filed only one repeat trouble report during the entire four months. *Id.*, MR-7.

(c) Trunk Blockage.

The ROC TAG set a performance benchmark of one percent or less for trunk blockage. *See* ROC PID 5.0 at 75-76 (NI-1). Blockage is measured on (1) interconnection final trunk groups that connect CLEC end offices with Qwest tandems, and (2) interconnection final trunk groups that directly connect CLEC end offices with Qwest end offices.

Qwest's performance in controlling blockage has been outstanding. In February through May, average trunk blockage on CLEC interconnection to Qwest tandem offices was 0.00% in Montana and Wyoming, 0.01% or less in Utah, and 0.03% or less in Washington.

Commercial Performance Results at 36 (Montana and Wyoming), 47 (Utah), and 49 (Washington) (NI-1A). For CLEC interconnection to Qwest end offices, average blockage was 0.00% in Montana and Utah, 0.04% or less in Washington, and 0.81% or less in Wyoming, far below the 1% benchmark. *Id.*, NI-1B.

Qwest has more than 291,000 interconnection trunks in service in the four application states, and more than *1 million* region wide. *See* Freeberg Interconnection Decl., Att. 5, App. A, at ¶ 7. Qwest's performance under all of the measures applicable to interconnection is consistently strong. These results demonstrate conclusively that Qwest provisions interconnection trunks to CLECs on a nondiscriminatory basis.

b) Collocation

Qwest offers collocation as one means for CLECs to obtain interconnection and access to network elements on an unbundled basis. Declaration of Margaret S. Bumgarner, Collocation ("Bumgarner Collocation Decl."), Att. 5, App. A. Qwest has processes and procedures in place to ensure that collocation arrangements are available on just, reasonable, and nondiscriminatory terms and conditions in accord with Section 251(c)(6) of the Act and the FCC's implementing rules. 23/ Qwest has a concrete and specific legal obligation to provide collocation as referenced in its SGAT and its approved interconnection agreements with CLECs in Montana, Utah, Washington and Wyoming. Bumgarner Collocation Decl.¶ 15. Qwest provides commercial volumes of collocation, in a high-quality manner that satisfies established

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23/ *New Jersey 271 Order*, Appendix C, ¶ 20; *see also* 47 U.S.C. § 251(c)(6); 47 C.F.R. §§ 51.321, 51.323; *Local Competition First Report and Order*, 11 FCC Rcd at 15782-15811 ¶¶ 555-617; *Advanced Services Order*, 13 FCC Rcd 24011 (1998); *aff'd in part, rev'd in part sub nom., GTE Service Corp. v. FCC*, 205 F.3d 416 (D.C. Cir. 2000); *on recon., Advanced Services Reconsideration Order*, 15 FCC Rcd 17806 (2000), *on remand, Advanced Services Fourth Report and Order*, 16 FCC Rcd 15435, *aff'd sub nom., Verizon Tel. Cos. v. FCC*, ___ F.3d ____, 2002 WL 1310605 (D.C. Cir. June 18, 2002); *see also Collocation Waiver Order*, 16 FCC Rcd 3748 (2000).

standards for collocation applications and installations. *Id.* at ¶¶ 96, 97, 101, 102, 104, 105, 108, 109. Qwest's processes, procedures, capabilities, and performance, therefore, afford efficient competitors a meaningful opportunity to compete.

All forms of collocation are available to CLECs throughout Qwest's region. Physical collocation is available at all Qwest premises that house network facilities, subject only to space limitations. Qwest makes available caged, shared caged, cageless, Interconnection Distribution Frame ("ICDF"), remote, common-area-splitter, adjacent, and virtual collocation, all at the CLEC's option. 24/ Consistent with 47 C.F.R. § 51.323(c), Qwest allows CLECs to collocate any equipment necessary for interconnection or access to UNEs, regardless of whether it also performs a switching function, provides enhanced services capabilities, or offers other functions. *Id.* § 8.2.1.21.

Qwest offers collocation on a first-come, first-served basis, *id.* § 8.2.10, and allows CLECs to reserve collocation space for various periods (depending upon the type of equipment to be collocated). 25/ If space limitations preclude physical collocation, Qwest makes available adjacent collocation in existing structures to the extent technically feasible. *Id.* § 8.1.1.6. If no existing adjacent structure space is available, Qwest permits CLECs to construct

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24/ SGAT §§ 8.1.1.2 & 8.2.3 *et seq.* (caged physical); 8.1.1.4 & 8.2.3 *et seq.* (shared caged physical); 8.1.1.3 & 8.2.3 *et seq.* (cageless physical); 8.1.1.5 & 8.2.5 *et seq.* (ICDF collocation); 8.1.1.7 & 9.4 *et seq.* (common area splitter collocation); 8.1.1.8, 8.2.7 *et seq.* & 8.2.6 *et seq.* (remote collocation); 8.1.1.6, 8.2.6 *et seq.*, & 8.4.6, *et seq.* (adjacent collocation).

25/ *See* SGAT §§ 8.4.1.7 *et seq.* The reservation process includes a non-recurring space reservation fee, which is ultimately applied toward the collocation once ordered, in an amount approved by the state commission and subject to refund on a prorated basis that reflects how long the CLEC actually held the reservation. The fee varies by state based on differences in resolutions reached with CLECs and/or State Authority decisions. *Compare, e.g.*, Washington SGAT § 8.4.1.7.4 ($2,000); Montana SGAT § 8.4.1.7.4 (non-recurring space reservation fee of 25% of quotation for collocation space reserved); Utah SGAT § 8.4.1.7.4 (non-recurring space reservation fee of 25% of quotation for collocation space reserved); Wyoming SGAT § 8.4.1.7.4 (non-recurring space reservation fee of 25% of quotation for collocation space reserved) .

or otherwise procure an adjacent structure on property owned or controlled by Qwest, subject only to reasonable design, safety, and maintenance requirements. *Id.* If space later becomes available in the Qwest premises, CLECs are permitted, though not required, to relocate equipment to that interior space. *Id.* § 8.2.6.5.

As required by the FCC, Qwest maintains a publicly available document posted for viewing on the Internet that indicates all premises known to be full, updated within ten calendar days of the date Qwest learns a premises is out of physical space for collocation or that space has become available. *Id.* § 8.2.1.13. Qwest recently has inventoried all its central office premises and, to the extent any required information was not already posted on the website, that information was added. 26/ Qwest also maintains and makes available an inventory report with the locations of remote premises and the customer addresses served by them. SGAT § 8.2.1.9.2.

Qwest provides virtual collocation, in which it installs and maintains equipment on behalf of a CLEC, within the same intervals as physical collocation, and Qwest installs and maintains the equipment and services at the same level of quality applicable to similar functions for its own equipment. *Id.* §§ 8.1.1.1, § 8.2.2.1. Qwest has complied with State Commission requirements that the SGAT specify that virtual, as well as physical, collocation is available at remote premises. *See, e.g., See, e.g., Washington Commission Eleventh Supplemental Order* at ¶ 79; *Montana Commission Final Report on Collocation* at 9-10. Qwest also provides other types of collocation and services to satisfy CLEC needs. Qwest offers ICDF collocation, which allows CLECs not requiring active equipment in the Qwest central office to use the ICDF to access and/or combine Qwest UNEs, *id.* § 8.1.1.5, § 8.2.5.1; and common area splitter

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26/ Bumgarner Collocation Decl. ¶ 73. These space inventory and posting procedures were examined in great detail in the workshop process, where it was determined that they comply with

collocation, which allows CLECs to place digital subscriber line ("DSL") splitters at Qwest premises in order to provide advanced data services via line-sharing. *Id.* § 8.1.1.7, § 9.4.2.3. 27/

Qwest allows CLEC personnel access to collocated equipment and to common areas, such as bathrooms and drinking fountains, twenty-four hours a day, seven days a week. *Id.* § 8.2.1.19. Qwest takes reasonable measures to ensure CLEC equipment is afforded physical security equal to that provided for Qwest's equipment. *Id.* § 8.2.1.18.1.

Qwest completes CLEC collocation orders within installation intervals permitted by the FCC. 28/ Upon receiving a Collocation Application Form from a CLEC, Qwest provides a feasibility study within ten calendar days. If the CLEC's first choice for collocation is not available, the study determines the feasibility of the CLEC's next preferred choice. Once the collocation request is found to be feasible, Qwest provides a quotation of charges associated with

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the Act and rules. *See, e.g., Fifteenth Supplemental Order* at ¶ 74; *Montana PSC Final Collocation Report* at 13-14.

27/ Qwest also allows CLEC-to-CLEC connections, either directly between collocation spaces, or through cross-connects at an ICDF, *id.* § 8.2.1.23 *et seq.*, and though the FCC's rules do not require shared cageless collocation, Qwest agreed in response to CLEC requests to allow any CLEC to sublease cageless collocation space to other CLECs without Qwest's involvement. *See id.* § 8.1.1.3. In compliance with 47 C.F.R. § 51.321(c), if a CLEC requests a collocation method used by an ILEC other than Qwest currently provided for in the SGAT or a Qwest interconnection agreement, Qwest treats the method as presumptively technically feasible and will provision it under the bona fide request ("BFR") process. *See* SGAT § 8.1.1. Where a State Commission orders Qwest to provide a form of collocation not currently provided for in the SGAT, Qwest adds it to the SGAT without requiring CLECs to utilize the BFR process.

28/ Notwithstanding the various SGAT provisions for standard collocation intervals discussed herein, the installation interval for all collocations in Utah is 45 days from acceptance of the quote pursuant to rules adopted by the PSCU, which are controlling under SGAT § 2.4 ("If any obligation in this SGAT is less restrictive to the obligated Party than an applicable guideline or provision in Utah Administrative Code R746-365 for the identical function, product or service, Utah Administrative Code R746-365 shall govern"). *Compare* Utah SGAT §§ 8.4.3.4.1, 8.4.4.4.1, 8.2.7.2, 8.4.2.4.1 (establishing standard collocation intervals); *with* Utah Admin. Code R746-365-4(B)(2)(c)(iv) (imposing 45-day installation requirement for physical and virtual collocation).

the request within twenty-five calendar days of the completion of the feasibility study. Once the CLEC formally accepts the quote, Qwest begins installation of the collocation arrangement. The time interval for completing installation varies depending upon the type of collocation requested, whether the CLEC provides a timely acceptance of the collocation quote, whether (for virtual collocation) the CLEC delivers collocated equipment in a timely manner, and whether major infrastructure additions or modifications are required. 29/ Collocation installation intervals may also be affected in some states if Qwest receives an extraordinary number of complex collocation applications within a limited time frame. 30/ In such cases, although Qwest uses its best efforts to meet the standard SGAT intervals, if it nevertheless requires an interval in excess of the SGAT intervals Qwest must demonstrate to the pertinent State Commission that the need for such an extension is due solely to receipt of an extraordinary number of complex collocation applications in a limited time frame. SGAT § 8.4.1.9.

29/ In addition, consistent with the FCC's *Collocation Waiver Order,* the *Fifteenth Supplemental Order* at ¶¶ 66-70, and the *Wyoming Group 2 Order*, the time interval for completing installations in Washington and Wyoming also depends upon whether the collocation request was forecasted. *See, e.g.*, Washington and Wyoming SGATs §§ 8.4.2.4.3, 8.4.3.4.3 and 8.4.3.4.4.

30/ *See* SGAT § 8.4.1.9. Limits on Qwest's ability to meet standard intervals for collocation installation were subject to extensive consideration during the underlying state proceedings. The WPSC approved an SGAT provision pursuant to which Qwest is obligated to provide the standard intervals for collocation for no more than five applications per CLEC per week; if six or more collocation applications are submitted by a CLEC in a one-week period, the intervals are to be individually negotiated. *Wyoming Group 2 Order* at ¶ 27. In Washington, however, the WUTC believed that neither federal nor state rules provide an exemption from provisioning deadlines based on volume of orders. It ordered Qwest to remove section 8.4.1.9 from the SGAT, *Fifteenth Supplemental Order* at ¶ 65, which Qwest has done. *See* Washington SGAT § 8.4.1.9 (reflecting provision "intentionally left blank"). Similarly, the PSCU ruled that "[a]bsent any specific language which may in the future be presented by the parties jointly . . . , the provisions granting an exemption are to be removed from the SGAT." *Utah Workshop 1 and 2 Order* at 4.

(1) Qwest is Satisfying Significant CLEC Demand for Collocation Arrangements

Qwest has numerous collocation arrangements in place with CLECs throughout the four application states. The volume of collocations in each state is as follows:

> ***Montana***: As of April 30, 2002, Qwest had collocation arrangements with eight CLECs in Montana. Qwest was providing 36 units of physical collocation and four units of virtual collocation in 10 central office buildings. These central offices provide CLECs with access to 65.5% of Qwest's retail access lines within Montana. Additionally, at least half of these central office buildings currently house three or more collocators' equipment. Qwest also has completed 25 augments to CLECs' collocation arrangements. There have been no requests for remote collocation in Montana. Bumgarner Collocation Decl.¶ ¶ 101.
>
> ***Utah***: As of April 30, 2002, Qwest had collocation arrangements with 16 CLECs in Utah. Qwest was providing 258 units of physical collocation and six units of virtual collocation in 33 central office buildings. These central offices provide CLECs access to 91.5% of Qwest's retail access lines within Utah. Additionally, at least 21 of these central office buildings (63.65%) currently house three or more collocators' equipment. Qwest also has completed 248 augments to CLECs' collocation arrangements. There have been no requests for remote collocation in Utah. *Id.* ¶ 104.
>
> ***Washington***: As of April 30, 2002, Qwest had collocation arrangements in place with 33 CLECs in Washington. Qwest had in service 474 units of physical collocation and 20 units of virtual collocation in 63 central office buildings. These central offices provide CLECs with access to 90.6% of Qwest's retail access lines within Washington. Additionally, at least 48 of these central office buildings (76%) currently house three or more collocators' equipment. Qwest also has completed 545 augments to CLECs' collocation arrangements. There have been no requests for remote collocation in Washington. *Id.* ¶ 96.
>
> ***Wyoming***: As of April 30, 2002, Qwest had collocation arrangements with three CLECs in Wyoming. Qwest was providing 17 units of physical collocation in seven central office buildings. These central offices provide CLECs access to 64.4% of Qwest's retail access lines within Wyoming. Qwest has also completed 14 augments to CLECs' collocation arrangements. There have been no requests for remote collocation in Wyoming. *Id.* ¶ 108.

(2) Qwest is Provisioning Collocation Arrangements in Accordance with Negotiated Performance Metrics

Qwest has met or exceeded the benchmark objectives for each of the collocation performance measures in each of the four application states. For the four-month period from February through May 2002, Qwest timely completed 100% of collocation feasibility studies requested by CLECs. This commercial performance surpasses the 10-day and 90% benchmarks under the feasibility study PIDs. Moreover, Qwest's performance under CP-1 and CP-2 has been excellent. Wherever there are commercial performance results in Montana, Utah, Washington and Wyoming from February through May 2002, Qwest met the 90-, 120- and 150-day installation benchmarks. In every instance, Qwest completed 100% of its installation commitments on time. *See* Att. 5, App. D, Montana Performance Results, at 26; Utah Performance Results, at 44-46; Washington Performance Results, at 46-48; Wyoming Performance Results, at 34-35.

These data, together with the performance data discussed above with respect to Interconnection, show indisputably that Qwest is providing interconnection trunking and collocation to competitors in each of the application states on a nondiscriminatory basis. CLECs in Montana, Utah, Washington and Wyoming therefore have, and will continue to have, access to the fundamental prerequisite of local exchange competition -- the ability to send their customers' calls to, and receive calls from, customers of Qwest and other carriers. Consequently, the Commission should find that Qwest has satisfied the requirements of Checklist Item 1 in each of the four states.

2. Checklist Item 2: Access to Network Elements

Qwest provides "nondiscriminatory access to network elements" on an unbundled basis, and in a timely, nondiscriminatory manner, pursuant to Sections 271(c)(2)(B)(ii) and

251(c)(3) of the Act and the FCC's rules and policies. 47 U.S.C. §§ 271(c)(2)(B)(ii), 251(c)(3). Qwest gives CLECs access to network elements at any technically feasible point within its network. *See* Declaration of Lori A. Simpson and Karen A. Stewart, Access to Unbundled Network Elements ("Simpson/Stewart UNEs Declaration"), Att. 5, App. A. Through negotiated, state-approved interconnection agreements and pursuant to Section 9 of its SGAT, Qwest has a legally enforceable obligation to provide each of the UNEs identified in the *Local Competition First Report and Order* and the *UNE Remand Order*. 47 C.F.R. § 51.319; *UNE Remand Order*, 15 FCC Rcd at 3704 ¶ 15; *Local Competition First Report and Order*, 11 FCC Rcd at 15683 ¶ 366; SGAT § 9.

FCC Rules require ILECs to provide the following network elements on an unbundled basis: local loops, subloops, network interface devices ("NIDs"), local and tandem switching capability, dedicated and shared transport, dark fiber, signaling and call-related databases, and OSS. *See* 47 C.F.R. § 51.319. Qwest provides CLECs access to all the features, functions and capabilities of the specified UNEs in a manner that allows CLECs to provide any telecommunications service any such network element is capable of providing. 31/ This list is not static or exclusive; pursuant to changes in FCC Rules, state regulations or the Bona Fide Request ("BFR") process, CLECs may identify and request that Qwest furnish additional or modified UNEs to the extent required under Section 251(c)(3) of the Act and other applicable law. SGAT § 9.1.1.

The quality of, and access to, an unbundled network element that Qwest provides will be equal among all carriers requesting access to that element. Qwest provides access to

31/ Certain of the enumerated items are addressed elsewhere in this brief. *See* Section III(B)(4)(a) (unbundled loops); Section III(B)(4)(b) and (c) (subloops and NIDs); Section

UNEs in substantially the same time and manner as it provides to itself, or, if Qwest does not provide access to itself, in a manner that provides the CLEC with a meaningful opportunity to compete. Simpson/Stewart UNEs Decl. at ¶ 17.

If cable capacity is available, Qwest will complete incremental facility work (*i.e.*, conditioning, place a drop, add a network interface device, card existing subscriber loop carrier systems at the central office and remote terminal, add field cross jumpers, or add central office tie pairs) to complete facilities to the CLEC's end user customer premises. SGAT § 9.1.2.1.2. If facilities are not available, Qwest will build facilities dedicated to an end user for a CLEC if Qwest would be legally obligated to build such facilities as a provider of last resort ("POLR") for its retail end users or under its obligation as an eligible telecommunications carrier ("ETC") to provide basic local exchange service. SGAT § 9.1.2.1.3. Also, Qwest will add CLEC requests to current facility builds and notify CLECs of the ready-for-service date for their requested UNEs. *Id.* Qwest also will notify CLECs of major outside plant facility builds through the ICONN database. SGAT § 9.1.2.1.4.

Furthermore, Qwest does not immediately cancel a CLEC's order if no compatible facilities are immediately available. As set forth above, Qwest will hold a CLEC's order if the request falls within Qwest's POLR or ETC obligations, will hold the order while it explores incremental facility work to make a UNE available, and will hold the order if the CLEC's UNE request would be covered by a pending construction job. Simpson/Stewart UNEs Decl. at ¶¶ 20-21.

In addition, after Qwest has reviewed the options described above, Qwest will hold a CLEC's order for 30 business days to determine if facilities have become available as a

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III(B)(4)(d) (line sharing and line splitting); Section III(B)(5) (transport); Section III(B)(6)

result of normal network activity. 32/ If such facilities become available, they are assigned to pending orders on a first-come, first-served basis. The CLEC must approve the activity prior to installation of the CLEC order. If, after 30 business days, the requested UNE remains unavailable, Qwest will cancel the CLEC's order. 33/ At any time the CLEC still may request that Qwest construct the UNE under the special construction provisions of the SGAT, § 9.19, and Qwest will do so upon the CLEC's acceptance of the special construction quote.

Simpson/Stewart UNEs Decl. at ¶ 22

In the state workshop process, CLECs objected to Qwest's discretion in deciding when to build UNEs for CLECs. CLECs argued that Qwest should be required to build new UNE facilities at TELRIC rates whenever requested by CLECs. The Multi-state Facilitator found that Qwest is under no obligation to construct new facilities for CLECs, and the state

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(switching); Section III(B)(10) (signaling and call-related databases).

32/ SGAT § 9.2.2.16. Qwest added this 30-day hold period to its Montana SGAT to address concerns about Qwest's held order policy expressed by CLECs in the Montana 271 proceedings. *See Montana Commission Report and Findings on Montana CLEC Forum* at 11-12. In an ex parte filed with the FCC, Covad expressed approval of this new policy. Ex Parte Filed by Covad, *Application by Qwest Communications International Inc. for Authority to Provide In-Region, InterLATA Service in Colorado, Idaho, Iowa, Nebraska, and North Dakota*, WC Docket No. 02-148 (filed June 20, 2002) ("In Montana, Qwest proposed SGAT language that, in Covad's view, would alleviate much of [Covad's] concerns about the held order policy."). This is now Qwest's policy in all 14 states in the Qwest region, and Qwest intends to incorporate this language into each of its SGATs. Meanwhile, through its change management process, Qwest has notified CLECs of the updated documentation related to the 30-day hold process with respect to unbundled loops, and is in the process of making conforming changes to the remaining UNE product catalogs.

33/ After 30 business days, the CLEC may submit a second order, and Qwest will continue to attempt to assign compatible facilities. The Washington SGAT requires that delayed CLEC orders remain open, pending availability of facilities, at parity with retail customer orders. Washington SGAT § 9.1.2.1.3.2. CLEC orders may therefore be held for a different period of time than the standard 30 business days.

regulatory agencies in Montana, Utah, and Wyoming agreed with that recommendation. 34/ The Washington Commission ordered Qwest to modify its SGAT, provide references to the retail policy, and provide equal treatment pursuant to those policies, which Qwest has done. 35/ *Id.* at ¶ 23.

Currently, if a CLEC's order does not fall within one of the criteria in Section 9.1.2 of the SGAT, discussed above, the CLEC may request that Qwest construct facilities for it under the special construction provisions of the SGAT, which are contained in Section 9.19. Based upon CLEC input, Qwest has outlined this process in Qwest's Wholesale Product Catalog, or "PCAT." 36/ Qwest reviewed its UNE construction process with CLECs via the CMP. The process is specifically designed to produce a special construction quote for the CLEC that is based upon the same criteria Qwest uses to assess and determine the special construction costs that a retail end user would pay. Simpson/Stewart UNEs Decl. at ¶ 24.

As for federal guidelines on the obligation to build, Qwest's position with respect to this issue is at least as liberal as that of Verizon, as described in the Commission's *Pennsylvania 271 Order*, 16 FCC Rcd at 17469-70 ¶ 91. Furthermore, the Commission has identified the obligation to build new UNEs as an open issue and has expressed its intention to address the issue in its triennial UNE review. *Triennial UNE Review NPRM*, 16 FCC Rcd at 22811 ¶ 65. Therefore, Qwest should be considered to be in compliance with existing federal law with respect to this issue.

34/ *Multi-state Facilitator's Report on Checklist Items 2, 4, 5, and 6* at 24-26; *Montana Commission Final Report on Checklist Items 2 and 4* at 27; *Utah Commission Report on Checklist Items 2, 4, 5, and 6* at 6; *Wyoming Commission Order on Group 4 Workshop Items* at ¶¶ 9-10.

35/ *Washington UTC 20th Supplemental Order* at ¶ 80; WA SGAT § 9.1.2.1.

36/ The PCAT is available at http://www.qwest/com/wholesale/pcat/index.html.

a) UNE Combinations

As required by the Act, Qwest provides UNEs in a manner that allows requesting CLECs to combine elements in order to provide telecommunications services. A CLEC may combine network elements with other elements obtained from Qwest or with elements provided by the CLEC itself, provided that such a combination is technically feasible and does not impair the ability of other carriers to obtain access to other UNEs or to interconnect with Qwest's network. Simpson/Stewart UNEs Decl. at ¶¶ 11-19. Qwest provides access to UNE combinations whether they are UNEs that Qwest ordinarily combines for itself, UNEs Qwest does not ordinarily combine, or combinations of Qwest UNEs and CLEC UNEs. SGAT §§ 9.23.1.4, 9.23.1.5, 9.23.1.6; *see also New York 271 Order*, 15 FCC Rcd at 4077-78 ¶ 230. Qwest provides access to pre-existing combinations of UNEs and will not separate those combinations except at a CLEC's request. When a CLEC requests access to UNEs that have yet to be combined, Qwest does not require the CLEC to assert or demonstrate that it is unable to do the combining itself. 47 C.F.R. § 51.315(b); SGAT § 9.23.1.3; Simpson/Stewart UNEs Decl. at ¶¶ 27-30. CLECs can combine UNEs in any technically feasible manner. For example, Qwest offers CLECs a variety of methods by which CLECs can combine UNEs, such as physical, virtual and cageless collocation. Simpson/Stewart UNEs Decl. at ¶¶ 34-35

Generally, UNE combinations are available in two preassembled forms: the UNE-Platform, or "UNE-P," and the Enhanced Extended Loop, or "EEL." UNE-P consists of a loop, switch port, shared transport and access to vertical features and is offered in the following forms: (1) Plain Old Telephone Service (POTS) for residential or business customers; (2) either basic rate or primary rate ISDN; (3) Digital Switched Service (DSS); (4) PBX Trunks; (5) Centrex; and (6) public access lines. All the vertical switched features that are technically feasible for POTS, ISDN, DSS, Centrex and PBX services are available with that type of UNE-

P. Qwest also makes its digital subscriber line ("DSL") service available for CLECs to purchase in conjunction with compatible UNE-P combinations, including UNE-P-POTS, UNE-P-Centrex and UNE-P-PBX. SGAT § 9.23.3.11.7. UNE-P combinations include access to long distance service (both interLATA and intraLATA) of the CLEC's choice on a two-PIC basis; access to 911 emergency services; access to the CLEC's, Qwest's, or a third party's operator services and directory assistance platforms; and access to Qwest's customized routing service. Simpson/Stewart UNEs Decl. at ¶¶ 41-44.

The EEL is a combination of loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. It enables CLECs to access unbundled loops for end users without having to collocate in the central office in which those loops terminate. Qwest offers EEL facilities to CLECs that certify they will be used to provide significant local exchange traffic to a particular end user under one of the three options identified by the FCC in the *Supplemental Order Clarification*. 15 FCC Rcd at 9598-9600 ¶ 22. EEL transport and loop facilities may utilize DS0 through OC-192 or other existing bandwidths. Qwest offers DS0, DS1 and DS3 bandwidths as defined products. CLECs can order other existing bandwidths through the Special Request Process or the BFR process, depending on whether the bandwidth already exists within Qwest's network. Simpson/Stewart UNEs Decl. at ¶¶ 83-88.

(1) Qwest Is Satisfying Significant CLEC Demand for UNE-P

Qwest is successfully and promptly installing and repairing UNE-P for CLECs in commercial volumes. As of April 30, 2002, Qwest had in service 3,902 UNE-P combinations for five CLECs in Montana, 19,937 UNE-P combinations for three CLECs in Utah, 47,961

UNE-P combinations for 13 CLECs in Washington, and 27,024 UNE-P combinations for one CLEC in Wyoming.

(2) Qwest Is Provisioning UNE-P in Accordance with Negotiated Performance Metrics

The following section discusses Qwest's commercial performance with respect to installation and repair of UNE-P in the application states for the period February through May 2002. Qwest measures the actual commercial performance of UNE-P-POTS, UNE-P-Centrex-21, and UNE-P-Centrex. These performance data show that Qwest has successfully and promptly installed and repaired UNE-P for CLECs.

(a) Montana Performance Data

Installation of UNE-P-POTS. Between February and May 2002, Qwest achieved parity between retail and wholesale performance in every month under every PID measuring UNE-P-POTS provisioning in Montana. Qwest's performance results for UNE-P-POTS are disaggregated into orders that require the dispatch of a technician ("dispatch orders") and those that do not ("non-dispatch orders"). The vast majority of UNE-P-POTS orders are non-dispatch orders, and for those orders, Qwest met 100% of its installation commitments to CLECs during the past four months. For orders requiring the dispatch of a technician, Qwest met more than 91% of its installation commitments to CLECs during the same period. For both dispatch and non-dispatch orders, Qwest achieved parity in all four months. As for installation intervals, Qwest achieved parity in all four months for both non-dispatch and dispatch orders. Qwest's performance under the PID that measures installation quality also was at parity in all four months. There were very few missed commitments, so there were very few orders with delayed days to report, and Qwest's results under the measurements for delayed days were also at parity

all four months. In short, out of a total of 36 installation performance measurements, Qwest achieved parity in all cases. *Id.* at ¶ 65.

Repair of UNE-P-POTS. Between February and May 2002, the overall trouble rate for CLEC UNE-P-POTS was never higher than 1.40% and was at parity with Qwest's retail performance three of the last four months. Qwest's repair service was at parity for out-of-service cleared within 24 hours for both dispatch and non-dispatch reports in every month. In fact, in all but one month for non-dispatch reports, Qwest performed at the 100% level for out-of-service cleared within 24 hours. Qwest achieved parity in clearing CLEC trouble reports within 48 hours, and the mean time to restore was also at parity in each of the past four months. Since February, Qwest achieved parity under the repair repeat report rate measurement in all four months for both dispatch and non-dispatch orders. In short, out of a total of 44 measurements for UNE-P-POTS maintenance and repair in Montana, Qwest achieved parity in all but one instance. *Id.* at ¶ 66.

Installation of UNE-P-Centrex and UNE-P-Centrex-21. CLECs have ordered no UNE- P-Centrex and minimal UNE-P-Centrex-21 to date in Montana. Therefore, Qwest did not record any performance results for UNE-P-Centrex and results for only one installation for UNE-P-Centrex-21 in Montana. For that one installation Qwest's performance was perfect. In cases where little or no activity has occurred in the specific state under review the FCC looks to an another state with sufficient volume to assess the LECs ability to provide the service at parity. Results from Washington, described below, demonstrate Qwest's aptitude for providing timely, quality installations for UNE-P-Centrex and UNE-P-Centrex-21 when requested by the CLECs. *Id.* at ¶ 67.

Repair of UNE-P-Centrex and UNE-P-Centrex-21. Between February and May there were no UNE-P-Centrex lines in service, so no repair results were recorded. In that period, Qwest recorded performance in Montana under only one repair PID for UNE-P-Centrex-21. For that PID – trouble rate – Qwest achieved parity in all four months. No trouble reports were submitted for UNE-P-Centrex-21 for the entire four months, so the trouble rate was zero. Consequently, Qwest recorded no other repair performance for UNE-P-Centrex-21 between February and May. Though the number of UNE-P-Centrex-21 lines in service is few, no repair reports represents very good service quality. *Id.* at ¶ 68.

(b) Utah Performance Data

Installation of UNE-P-POTS. Between February and May 2002, Qwest achieved parity between retail and wholesale performance in every month under nearly every PID measuring UNE-P-POTS provisioning in Utah. Qwest met between 84 and 100% of its installation commitments to CLECs during that time for dispatch orders, and more than 99% of its commitments for non-dispatch orders, achieving parity in every month. Qwest's performance under the PID that measures installation quality also was at parity in every month. As for installation intervals, Qwest recorded one disparity between retail and wholesale performance. However, this disparity was very slight, and the average interval over four months was only 3.16 days for wholesale compared to 3.24 days for retail, actually making the four-month average interval for CLECs shorter than for retail. In short, out of a total of 44 installation performance measurements, Qwest achieved parity in all but one insignificant case. *Id.* at ¶ 69.

Repair of UNE-P-POTS. Qwest is provisioning UNE-P-POTS at a high level of quality in Utah and rapidly repairing these lines when necessary. Between February and May 2002, the overall trouble rate for CLEC UNE-P-POTS was never higher than 1.26% and was at parity with Qwest's retail performance in every month. When troubles do occur, Qwest resolves

them efficiently and at parity with Qwest's performance for its retail customers. Qwest's repair service was at parity for out-of-service cleared within 24 hours for both dispatch and non-dispatch reports in every month. Qwest performed perfectly in clearing all trouble reports within 48 hours, in parity 100% of the time in the last four months. The mean time to restore was substantially shorter for CLECs than for retail in each of the past four months for both dispatch and non-dispatch trouble reports. Since February, Qwest achieved parity under the repeat trouble rate measurement in three of four months for reports requiring the dispatch of a technician. For non-dispatch reports under the same measurement, Qwest achieved parity in one of four months. A contributing factor to the higher than expected repeat trouble rate is the number of no trouble found ("NTF") reports Qwest takes from CLECs. As described more fully in the discussion below of performance in Washington, excluding CLEC trouble reports for which no trouble was found eliminates the disparity in two of the three disparate months. Furthermore, these disparities should be considered in the context of Qwest's overall performance. The only other area with repeated misses was for repair appointments met, which is a metric that the Commission has not analyzed in prior Section 271 applications. Moreover, repair appointment performance is somewhat redundant to measurements of troubles cleared within 24 and 48 hours, which are at parity or 100% every month. Although results were short of parity three out of four months, the four-month average of the aggregate measurement is 91.9%, better than 9 out of 10 appointments met, on average. In the context of excellent trouble rate -- less than 1.3% -- and 100% of troubles cleared within 24 and 48 hours, Qwest's overall repair of UNE-P in Utah is very good. Out of a total of 44 measurements for UNE-P-POTS maintenance and repair in Utah, Qwest achieved parity in all but six cases. *Id.* at ¶ 70.

Installation of UNE-P-Centrex-21. Between February and May 2002, with only one exception, Qwest met every performance standard measuring UNE-P-Centrex-21 installation in four out of four months. Under the measurement of installation interval for non-dispatch orders, Qwest did not achieve parity in one month. This single exception to Qwest's generally strong performance is due to low CLEC volumes (only 10 CLEC orders in total for the four months), As the Commission has noted, low volumes can distort performance results. *Id.* at ¶ 71.

With respect to installation commitments met, service was installed when committed 100% of the time for both dispatch and non-dispatch orders. New service installation quality was in parity every month as well. In addition, not a single order was delayed past the due date in the four-month period. In short, Qwest achieved parity on 35 out of 36 installation performance measurements for UNE-P-Centrex-21 in Utah. *Id.* at ¶ 72.

Repair of UNE-P-Centrex-21. Qwest's performance with respect to maintenance and repair of UNE-P-Centrex-21 was also good. The overall trouble rate was under 1% in two of the four months and in parity in three of the four months, including May. The four-month average trouble rate is only 0.20% greater than retail. Qwest also provided parity service for mean time to restore and repair repeat report rates, missing only one in four months in both cases. Repair appointments were met in parity with retail in two of the four months. Repair appointments, which, again, have not been analyzed by the Commission in prior Section 271 applications, were met in parity with retail in two of the four months for dispatched repairs and three of four months for non-dispatched. As noted before, this measurement is redundant with the more prominent measurements of troubles cleared within 24 and 48 hours, which were at parity in every month of Feb-May 2002 and 100% in every month but March. In all, Qwest achieved parity for appointments met in five of eight data points between February and May (for

dispatches outside MSAs, repair volumes were zero). In the context of near-perfect troubles cleared timeliness and overall trouble rate averaging only 0.2%, Qwest's repair performance for UNE-P-Centrex-21 is very good. *Id.* at ¶ 73.

Installation of UNE-P-Centrex. No CLECs have ordered UNE-P-Centrex in the state of Utah for the period from February and May 2002. In light of this lack of CLEC demand for this service in Utah, the FCC can rely on the results for this service in Washington, which demonstrate Qwest's ability to provision UNE-P-Centrex when ordered by CLECs in parity with Qwest retail service. *Id.* at ¶ 74.

Repair of UNE-P-Centrex. With no UNE-P-Centrex being ordered in Utah, there is no maintenance and repair to report on for UNE-P-Centrex. Again, the performance results in Washington, where the service has been ordered, demonstrates Qwest's ability to provide parity repair service for UNE-P-Centrex. *Id.* at ¶ 75.

(c) Washington Performance Data

Installation of UNE-P-POTS. Between February and May 2002, Qwest's performance with respect to the installation of UNE-P-POTS was excellent. For non-dispatch orders, Qwest met more than 99% of its installation commitments to CLECs between February and May. For dispatch orders, Qwest's performance was nearly as good, and in both categories Qwest recorded no disparities between retail and wholesale performance. During the same period, the average installation interval for CLECs on non-dispatch orders was never higher than 3.45 days; for dispatch orders, the average interval ranged from 2.78 to 5.77 days. Again, Qwest achieved parity in every month in both categories. *Id.* at ¶ 57.

Finally, Qwest's new installation quality performance for all CLEC UNE-P-POTS orders was at parity in every month. In short, under the performance measurements that the FCC has relied on in its analysis of UNE-P performance in prior 271 applications that it has approved,

Qwest did not record a single performance disparity. Additionally under the PID that measures delayed days for non-facility reasons, Qwest achieved parity in all four months. This further demonstrates Qwest's excellent overall performance for UNE-P-POTS installation during the past four months: out of a total of 36 installation measurements, Qwest achieved parity in every case. *Id.* at ¶ 58.

Repair of UNE-P-POTS. Qwest is provisioning high-quality products and rapidly repairing them when necessary. Between February and May 2002, the trouble rate for UNE-P-POTS was never higher than 0.94% and was at parity with the trouble rate for comparable Qwest retail installations in all four months. Qwest's repair service was at parity for out-of-service reports cleared within 24 hours for both dispatch and non-dispatch orders in all four months, restoring service within 24 hours more than 96% of the time on average. Qwest's service also was at parity in each of the past four months for mean time to restore and in three out of four months in both dispatch and non-dispatch categories for troubles cleared within 48 hours. The only major repair category in which Qwest recorded multiple performance disparities was the repeat trouble rate for non-dispatch reports, where Qwest achieved parity in two of the four months. A contributing factor to the higher than expected repeat report rate is the number of "no trouble found," or "NTF," reports Qwest takes from CLECs. In the three months where data is available to determine if a subsequent trouble report occurred within 30 days of the first NTF report, (February to April) nearly 50% of the trouble reports Qwest took for this product ended up being NTF tickets from CLECs. Qwest developed the MR-7* measurement to track this trend. MR-7* calculates the repeat report rate by excluding all trouble reports for which no trouble was found and for which, after the first report was closed, Qwest received no other trouble report within 30 days of the original report. Qwest also recorded a single performance

disparity under the category of repair appointments met for non-dispatch reports, although this is not one of the measurements the Commission has analyzed in its prior Section 271 orders. When dispatch distinctions are eliminated, results for CLECs are slightly better than retail, with over 95% of appointments met. In short, out of a total of 44 maintenance and repair performance measurements, Qwest achieved parity in all but five cases. *Id.* at ¶ 59.

Installation of UNE-P-Centrex-21. Qwest began reporting disaggregated results for UNE-P-Centrex-21 in the latest results reports retroactive to December 2001. For the entire period from February through May 2002 Qwest only missed parity twice for all key performance metrics. In March, a single missed commitment caused a disparity for installation commitments met. In May, a difference of 0.76 days caused a disparity in average installation days. However in the other three months results were in parity and for the four month period the average wholesale interval was only 0.31 days longer than retail. For installation quality and delayed days Qwest met parity 100% of the time four out of four months. *Id.* at ¶ 60.

Repair of UNE-P-Centrex-21. Trouble rates for UNE-P-Centrex were outstanding. In three out of four months trouble rates were in parity, and in all four months less than 1% reported trouble. Further evidence of Qwest's superior performance in maintaining UNE-P-Centrex-21 comes from parity performance in restoring out of service troubles within 24 hours and all troubles within 48 hours, nearly 100% of the time in the four month period. The only repair metric with more than a single miss is the repair repeat rate where Qwest recorded disparities in two of four months for non-dispatch orders. Qwest nonetheless met parity for 10 of the 12 data points reported for this metric between February and May. Moreover, at the statewide level, this metric has been at parity for the last three months, where volumes have been only 8 trouble reports or less for the most recent three months, with 13 in December. Clearly the

most recent three months indicate sustained improvement, both in fewer volumes of troubles overall and differences that are at parity at the statewide level, where volumes are more significant, though still relatively low. *Id.* at ¶ 61.

Installation of UNE-P-Centrex. Between February and May 2002, Qwest met most of the performance standards measuring UNE-P-Centrex installation. Under the PID that measures installation commitments met, Qwest achieved parity between retail and wholesale performance for both dispatch and non-dispatch orders in all four months. With respect to average installation intervals for orders requiring no dispatch, Qwest recorded no performance disparities. For orders requiring dispatches, Qwest recorded disparities in two months. Even so, with the exception of one month where a single order was delayed 54 days, CLEC installation intervals were relatively short, with a three-month average of less than four days for dispatch orders, at parity with the retail four-month average. This single month miss indicates an anomaly in otherwise excellent installation performance. *Id.* at ¶ 62.

With respect to installation service quality for UNE-P-Centrex, Qwest achieved parity without exception in all four months. In short, out of a total of 40 performance measurements for UNE-P-Centrex installation, Qwest achieved parity between retail and wholesale performance in all but two instances. *Id.* at ¶ 63.

Repair of UNE-P-Centrex. Qwest's performance with respect to maintenance and repair of UNE-P-Centrex was also good. The only significant performance disparities recorded between February and May 2002 were under the trouble rate measurement. But even though Qwest did not achieve parity in any month under the trouble rate measurement, the trouble rate for CLEC UNE-P-Centrex was very low, under 0.79% in all four months. Trouble rates this low are not competitively significant, especially given that Qwest clears out of service trouble within

the 24 hour committed interval 100% of the time for non-dispatch and in parity with retail for dispatched reports. Qwest provided parity service for repeat troubles in three of the four months for no dispatch orders. Under all other repair measurements, Qwest's performance was on target. Out of a total of 44 repair measurements, Qwest achieved parity in all but five cases. *Id.* at ¶ 64.

(d) Wyoming Performance Data

Installation of UNE-P-POTS. During the past four months, Qwest achieved parity under every UNE-P-POTS provisioning measurement in Wyoming. Qwest met 100% of its installation commitments to CLECs from February through May 2002 for non-dispatch orders and met 100% of its installation commitments in two of the four months for dispatch orders; it was at parity in every month. During the same period, the average installation interval for orders requiring a dispatch was at parity with retail intervals in all four months. For non-dispatch orders, Qwest achieved parity in every month. In fact, the average interval for non-dispatch orders was shorter than for retail in every month. The remaining aspects of installation performance for UNE-P-POTS are also strong. For example, Qwest's new installation quality performance for all UNE-P-POTS orders for CLECs was at parity in every month. In short, out of 36 installation performance measurements over a four-month period, Qwest achieved parity in every instance. *Id.* at ¶ 76.

Repair of UNE-P-POTS. Qwest offered exceptional maintenance service to these same UNE-P-POTS customers, with only one month for one measurement out of parity. Between February and May 2002, the overall trouble rate for CLEC UNE-P-POTS was never higher than 0.95% and was better than Qwest's retail performance in all four months. Qwest's repair service was outstanding for out-of-service trouble reports, clearing 100% of the non dispatch reports within 24 hours in every month and 100% of dispatch reports in three out of four

months. For all troubles, both out-of-service and service affecting, for both dispatch and no dispatch reports, Qwest completed 100% of the repairs within the 48 hour committed window in all four months. For both measurements, the results were at parity with Qwest's retail results. Qwest's service was at parity for mean time to restore in each of the past four months, clearing trouble on average in less time for CLECs than for retail in all but one month. Qwest achieved parity under the repeat trouble rate for non-dispatch orders in all four months and for dispatch orders in three out of four months. This single miss was basically due to low volumes (a total of 4 reports taken in this month). In sum, out of a total of 44 measurements for maintenance and repair, Qwest achieved parity in all but one case. *Id.* at ¶ 77.

Installation and Repair of UNE-P-Centrex-21. To date, no CLECs have ordered UNE-P-Centrex-21 in Wyoming. Thus, no data were recorded for installation or for maintenance and repair. Qwest's performance in Washington establishes its ability to install and maintain UNE-P-Centrex-21. *Id.* at ¶ 78.

Installation of UNE-P-Centrex. Between February and May 2002, with only one exception, Qwest met every performance standard measuring UNE-P-Centrex installation in four out of four months. *Id.* at ¶ 79.

With respect to installation commitments met, Qwest achieved parity in all four months, generally well above 90% and, in the non-dispatched category that has the majority of volumes, above 96.8%. For installation intervals, Qwest achieved parity in 9 of the 12 interval data points in Feb-May 2002. For the three data points not at parity, the variation was in the retail results, rather than wholesale results, which is consistent with the fact that retail volumes are much lower than wholesale volumes for this product (at much less than ten per month). On the other hand, CLEC volumes are in the range of about 60 to 200 per month for this product,

mainly non-dispatch orders. At these volume levels, CLEC installation intervals are more consistent than retail intervals and range from 5.3 to 5.8 days for dispatch orders and 4.4 to 4.7 days for non-dispatch orders. CLECs typically order UNE-P-Centrex with standard intervals of 5 days, which are applicable to non-dispatch orders. Therefore, given that commitments met for non-dispatch orders are 97.9% or higher, intervals of 4.4 to 4.7 days (again, for the majority of orders), is quite good. For dispatch orders, the four-month average interval for CLECs is 5.6 days, and for retail, is 5.1 days, a difference of only 0.5 days. In the context of parity commitments met in all months, the pattern of installation for CLECs is substantially the same as for retail. Overall, Qwest achieved parity on 21 out of 24 commitments met and interval performance data points for UNE-P-Centrex in Wyoming. *Id.* at ¶ 80.

Repair of UNE-P-Centrex. Qwest's performance with respect to maintenance and repair of UNE-P-Centrex was also good. The most significant performance disparities recorded between February and May 2002 were under the trouble rate measurement. Even though Qwest did not achieve parity in any month during that period, these statistically significant differences clearly are not competitively significant. Specifically, the trouble rate for CLEC UNE-P-Centrex was very low, averaging 1.05% over four months. Trouble rates near or below 1.0% in every month cannot be considered competitively significant especially in light of the stellar performance in all other repair measurements. Under all other maintenance and repair measurements, Qwest's parity performance was perfect except for a single miss in the repair repeat report rate. Qwest's average repair interval was never more than 6.47 hours. Overall Qwest's repair performance for UNE-P-Centrex in Wyoming demonstrates no pattern of competitively significant difference. *Id.* at ¶ 81.

In summary, Qwest's performance demonstrates that it is installing and repairing UNE-P for CLECs in a nondiscriminatory manner.

(3) Qwest Has Only Recently Begun to Provision EELs

Washington and Utah are the only application states with performance results for EELs in the last four months. In Washington, Qwest has low but steadily increasing volumes of EELs being ordered, and Qwest has a four month average for installation commitments to CLECs met 87.27% of the time, very near the 90% benchmark established by the ROC. In Utah, where volumes are even smaller, the standard was met in two out of four months with a four month average for commitments met of 84.62%. Qwest's expectation is that performance will improve as Qwest gains more experience in provisioning EELs.

Qwest has received so few requests for EELs that meaningful analysis of its commercial performance is difficult, a fact that the ROC TAG has acknowledged. In January 2002, the TAG decided to suspend EEL testing because commercial volumes were too low to develop statistically significant results. As a result, one Third Party Test issue relating to Qwest's EEL provisioning practices had to be closed as "inconclusive." KPMG Disposition Report, Exception 3104 (Feb. 26, 2002). At issue was a failure of Qwest personnel to adhere to Qwest's DS1 EEL circuit provisioning methods and procedures. The independent auditor, KPMG, concluded that the issue could not be resolved "due to an insufficient volume of data from which to draw a conclusion." *Id.*

Although it was unable to reach a conclusion on this issue, KPMG recognized that in order to avoid similar problems with future EEL orders, Qwest had retrained the relevant personnel and had sent revised methods and procedures documentation to all central office and